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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 In re:

Civil Action No. 2:08-cv-01276-KJD-RJJ

11 RECEIVERSHIP OF PLACER COUNTY  
12 LAND SPECULATORS

13 Date: October 31, 2017  
14 Time: 9:00 a.m.  
Judge: Hon. Kent J. Dawson

15 **ORDER ON MOTION FOR ORDER APPROVING: (1) REAL PROPERTY**  
16 **OPTION AGREEMENT WITH DIMENSION CAPITAL PARTNERS, LLC; AND**  
17 **(2) ALTERNATIVE SUPPLEMENTAL FINANCING WITH CURRENT**  
18 **LENDER JOHN TERRY**

18 Upon consideration of the Motion of Receiver for an Order Approving: (1) Real Property  
19 Option Agreement with Dimension Capital Partners, LLC; and (2) Alternative Supplemental  
20 Financing with Current Lender John Terry (the "Motion") [Docket No. 951], after a hearing on  
21 proper notice, the Court having considered the Motion and arguments, based on the statements in  
22 court at the hearing on the Motion, and good cause appearing,<sup>1</sup>

23 IT IS ORDERED that:

24 1. To the extent the Motion requests authority to enter into the Real Property Option  
25 Agreement ("Option Agreement") with Dimension Capital Partners, LLC ("Dimension"), the  
26 Motion is withdrawn by the moving party due to the circumstances described on the record at the

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28 <sup>1</sup> Capitalized terms not otherwise defined herein shall be as defined in the Option Agreement or  
the Motion.

1 hearing;

2 2. The Receiver is authorized to terminate the Option Agreement and it is hereby  
3 terminated;

4 3. The Receiver is authorized to return the Initial Good Faith Deposit, as provided in  
5 the Option Agreement;

6 4. All rights of Dimension under the Option Agreement, if any, are hereby cancelled  
7 and terminated, as not approved by the Court;

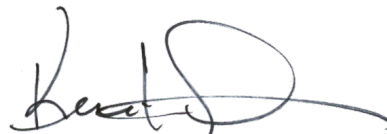
8 5. To the extent the Motion seeks approval to obtain the Alternative Supplemental  
9 Financing (increasing the loan amount from \$5,000,000 to \$5,900,000) and related 12-month  
10 extension (to December 31, 2018) with current lender John Terry as set forth in the Motion, the  
11 Motion is granted;

12 6. The Receiver is authorized to take any and all actions necessary to implement the  
13 Alternative Supplemental Financing and termination of the Option Agreement, including, but not  
14 limited to issuing receiver certificates and signing amendments to promissory notes and deeds of  
15 trust, if necessary, in connection with such Alternative Supplemental Financing.

16 7. The Receiver is authorized to submit an ex parte application, if needed, for  
17 approval of any further order that may be needed to implement the actions approved by this  
18 Order.

19 8. Notwithstanding the non-approval and termination of the Option Agreement, the  
20 Court retains jurisdiction over the matters set forth in the Motion related thereto in the event of  
21 any disputes between the parties.

22 Dated: 11/9/2017



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24 UNITED STATES DISTRICT JUDGE  
District of Nevada